Dated 4TH December **2019**

(1) South Holland District Council

and

(2) Haycroft Homes Limited

and

(3) Homes and Communities Agency

DEED OF VARIATION
Sections 106 and 106A of the Town and Country Planning Act 1990

Relating to Section 106 Agreement for land adjacent to 355 High Road, Whaplode, Spalding

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/H23-0866-19

Date 4TH December 2019

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");

(2) **HAYCROFT HOMES LIMTED** (Company Registration Number 05577605) of Browns Yard, Seas End Road, Moulton Seas End, Spalding, PE12 6JX ("the Owner"); and

(3) **HOMES AND COMMUNITIES AGENCY** whose registered office is situation at Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH ("the Mortgagee")

BACKGROUND

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.

(B) The Owner is the freehold owner of the Land registered at HM Land Registry under Title Number LL373919 which is subject to a Registered Charge in favour of the Mortgagee dated 26 March 2018 referred to in entry number 4 of the charges register of title number LL373919.

(C) On 4 May 2017 the Council, Gordon Ashely Clarke, Heather Jane Malloch, D. Brown (Building Contractors) Limited, Lisa Ann Hefford, Neil Anthony Hefford and the Owner entered into the Original Agreement which was varied by the First Deed of Variation dated 5 June 2018 following the submission of a S.73 Modification Application

(D) On 29 August 2019 the Owner submitted a S.106A Modification Application to the Council and the Council has agreed to grant planning permission for the Development the subject of the S.106A Modification Application, the S.73 Modification Application and the Planning Application subject to the prior completion of this Deed.

(E) The purpose of this Deed is to secure an amendment to the affordable housing provisions within the Original Agreement (as varied by the First Deed of Variation) in order to change plot 7 on the Development to an Affordable Rent Dwelling and to change plot 8 on the Development to a Market Dwelling subject to the payment of an Affordable Housing Contribution as per the S.106A

Modification Application and to secure the S.73A Application to vary condition 2 of the Original Planning Permission to allow amendments to the approved plans.

(F) Without prejudice to the terms of the other covenants in the Original Agreement the parties hereto have agreed to further vary the terms of the Original Agreement as varied by the First Deed of Variation as set out in this Deed.

(G) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.

(H) This Deed is made under section 106 and 106A of the Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"First Deed of Variation"	means the agreement made under section 106 and 106A of the Act dated 5 June 2018 relating to land adjacent to 355 High Road, Whaplode, Spalding and made between (1) the Council; (2) Lisa Ann Hefford and Neil Anthony Hefford; (3) the Owner and (4) the Mortgagee
"Original Agreement"	means the agreement made under section 106 of the 1990 Act dated 4 May 2017 relating to land adjacent to 355 High Road, Whaplode, Spalding and made between (1) the Council; (2) Gordon Ashley Clark and Heather Jane Malloch; (3) D Brown (Building Contractors) Limited; (4) Lisa Ann Hefford and Neil Anthony Hefford; (5) Haycroft Homes Limited

"S.73 Modification Application"	means the application for the removal or variation of a condition submitted by the Owner to the Council on 9 August 2017 and allocated the Council's reference number H23-0761-17
"S.73A Application"	means the application for the removal or variation of a condition following grant of planning permission submitted by the Owner to the Council on 26 July 2019 for the variation of condition 2 of the Original Planning Permission and allocated reference number H23-0723-19
S.73A Planning Permission	means the planning permission issued pursuant to the S.73A Application
"S.106A Modification Application"	means the application for the modification and discharge of planning obligations submitted by the Owner to the Council on 29 August 2019 and allocated the Council's reference number H23-0866-19
"S.106A Planning Permission"	means the planning permission issued pursuant to the S.106A Modification Application

2. CONSTRUCTION OF THIS DEED

2.1 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.

2.2 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Land or any part thereof and in the case of the District Council and the County Council, successors to their functions.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

3.2 The covenants restrictions and requirements imposed under this Deed create planning obligation pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority.

3.3 This Deed shall take effect upon the date that it is executed

4. VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 The following definitions shall be added to the Original Agreement:

"First Deed of Variation"	means the agreement made under section 106 and 106A of the Act dated 5 June 2018 relating to land adjacent to 355 High Road, Whaplode, Spalding and made between (1) the Council; (2) Lisa Ann Hefford and Neil Anthony Hefford; (3) the Owner and (4) the Mortgagee

"Original Agreement"	means the agreement made under section 106 of the Act dated 4 May 2017 relating to land adjacent to 355 High Road, Whaplode, Spalding and made between (1) the Council; (2) Gordon Ashley Clark and Heather Jane Malloch; (3) D Brown (Building Contractors) Limited; (4) Lisa Ann Hefford and Neil Anthony Hefford; (5) Haycroft Homes Limited
"Original Planning Permission"	means the planning permission issued by the Council and given reference H23-0508-16
"S.73 Modification Application"	means the application for the removal or variation of a condition submitted by the Owner to the Council on 9 August 2017 and allocated the Council's reference number H23-0761-17
"S.73 Planning Permission"	means the planning permission issued pursuant to the S.73 Modification Application
"S.73A Application"	means the application for the removal or variation of a condition following grant of planning permission submitted by the Owner to the Council on 26 July 2019 for the variation of condition 2 of the Original Planning Permission and allocated reference number H23-0723-19
S.73A Planning Permission	means the planning permission issued pursuant to the S.73A Application
"S.106A Modification Application"	means the application for the modification and discharge of planning obligations submitted by the Owner to the Council on

	29 August 2019 and allocated the Council's reference number H23-0866-19
"S.106A Planning Permission"	means the planning permission issued pursuant to the S.106A Modification Application

4.2 Recital (E) in the Introduction section in the Original Agreement shall be deleted and replaced with the following:

"The Owner applied to the Council for planning permission for the Land for residential development for 33 Dwellings under reference H23-0508-16 as varied by references H23-0761-17 and H23-0723-19"

4.3 The definition "Application" in clause 1 in the Original Agreement (as varied by the First Deed of Variation) shall be deleted and replaced with the following:

"Application"	means (except in relation to Recital (F) of the Original Agreement where the definition in the Original Agreement shall remain) (i) the applications for full planning permission for the Development and allocated reference number H23-0508-16 and (ii) the S.73 Modification Application and (iii) the S.73A Application

4.4 The definition "Affordable Dwellings" in clause 1 in the Original Agreement (as varied by the First Deed of Variation) shall be deleted and replaced with the following:

"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being six (6) of the total Dwellings on Site to be provided as part

	of the Development

4.5 The definition "Affordable Housing Scheme" in clause 1 in the Original Agreement (as varied by the First Deed of Variation) shall be deleted and replaced with the following:

"Affordable Housing Scheme"	means a scheme to provide six (6) Affordable Dwellings to be delivered as one (1) one-bedroom bungalow as an Affordable Rent Dwelling and five (5) Intermediate Dwellings consisting of three (3) two-bedroom houses and two (2) three-bedroom houses the location of which to be agreed in writing with the council to meet local housing needs

4.6 The definition "Eligible Household" in clause 1 of the Original Agreement shall be deleted and replaced with the following:

"Eligible Household"	means a household whose housing needs are not met by the market at a cost low enough for them to afford. Determined with regards to local incomes and local house prices

4.7 The definition "Planning Permission" in Clause 1 to the Original Agreement shall be deleted and replaced with the following:

"Planning Permission"	means (except in relation to Recital (F) and Clause 4.1 of the Original Agreement where the definition in the Original Agreement shall remain) the Original Planning Permission as varied by the

	S.73 Planning Permission or the S.73A Planning Permission and attached hereto at Schedule 1

4.8 The formula "Owner contribution is A= (B less C) plus D" of Annex A in the Original Agreement (added by the First Deed of Variation) shall be deleted and replaced with:

Owner contribution is A = (B less C) multiplied by D

4.9 Part D of Annex A in the Original Agreement (added by the First Deed of Variation) shall be deleted and replaced with the following:

"D = the Affordable Dwelling Contribution will be index linked to the percentage difference between house price inflation (UK House Price Index) and build cost inflation (BCIS All in Tender Price Index) (so that if the UK House Price Index is greater the Affordable Dwelling Contribution will be increased and if the UK House Price Index is lower the Affordable Dwelling contribution will be decreased) calculated from the date of the Original Agreement to the date that payment is due if not paid within 12 months from 5 June 2018"

4.10 The words "Schedule 3" of clause 8.9.1 of the Original Agreement shall be deleted and replaced with "Schedule 2".

4.11 The words "clauses at paragraph 1.9" of paragraph 1.5.3 of schedule 2 of the Original Agreement shall be deleted and replaced with "clauses at paragraph 1.7".

4.12 The words "served under sub-paragraph 1.9.1" of sub-paragraph 1.8.2 of schedule 2 of the Original Agreement shall be deleted and replaced with "served under sub-paragraph 1.8.1".

4.13 The two instances of the words "under sub-paragraph 1.9.1" of sub-paragraph 1.8.3 of schedule 2 of the Original Agreement shall be deleted and replaced with "under sub-paragraph 1.8.1".

4.14 The draft decision notices for the S.106A Modification Application and the

S.73A Application annexed to this Deed at Schedule 1 shall be added to Schedule 1 ("Planning Permission") of the Original Agreement

4.15 A new clause 17 shall be inserted into the Original Agreement as follows:

"It is acknowledged and declared that this Deed has been entered into by the Owners with the intent that the obligations shall be binding on the Land and that the security of any future mortgage/charge over the Land shall take effect subject to this Deed ***PROVIDED THAT*** *any mortgagee/chargee (or any receiver appointed by the mortgagee or chargee) of that part of the Land to which a breach relates shall only be liable for any breach that it has itself caused whilst mortgagee or chargee (or any receiver appointed by them) in possession and shall not be liable for any pre-existing breach but* ***FOR THE AVOIDANCE OF DOUBT*** *any successor in title to any mortgagee/chargee (or any receiver appointed by them) will subject to clause 8.9 be responsible as successor in title to the Owners for (i) any obligation(s) still to be performed and (ii) any obligation(s) which has not been satisfied in full because there has been a breach which has not been remedied or only partially remedied."*

4.16 In all other respects the Original Agreement (as varied by the First Deed of Variation and this Deed) shall remain in full force and effect.

5. THE OWNERS COVENANTS

5.1 The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by the First Deed of Variation and this Deed.

6. LOCAL LAND CHARGE

6.1 This Deed shall be registerable as a local land charge by the District Council.

7. LEGAL COSTS

7.1 On completion of this Deed the Owner shall pay to the Council their reasonable legal costs together with all disbursements that have been incurred in the negotiation and completion of this Deed

8. VAT

8.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owners.

9. THIRD PARTY RIGHTS

9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. JURISDICTION

10.1 This Deed is governed by and interpreted in accordance with the laws of England

11. EXECUTION AND DELIVERY

11.1 This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

SCHEDULE 1

PLANNING PERMISSION H23-0866-19
ISSUED UNDER S.106A MODIFICATION APPLICATION
AND
PLANNING PERMISSION H23-0723-19
ISSUED UNDER S.73 APPLICATION

SOUTH HOLLAND DISTRICT COUNCIL

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE
Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937
planningadvice@sholland.gov.uk
www.sholland.gov.uk

Andrew M Wright Ltd
26 Joys Bank
Holbeach St Johns
Spalding
Lincs
PE12 8SD

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H23-0866-19 **Date of Decision:**

Applicant: Haycroft Homes Ltd
Seas End Road
Moulton Seas End
Spalding
Lincs
PE12 6JX

Location: Land Adjacent: 355 High Road, Plus Part Rear Garden Of 355 High Road Whaplode Spalding

Description: Modification of Section 106 Agreement relating to affordable housing (planning approvals H23-0508-16 and H23-0761-17)

South Holland District Council hereby give notice that permission has been GRANTED (or equivalent) subject to the following condition(s):

1 South Holland District Council hereby approve the Modification of the Agreement in accordance with the application and details submitted under s.106A of the Town and Country Planning Act 1990.

Notes:

The determined plans are:
PD01 Rev P2; and
Deed of Variation dated *****.

Phil Norman

DC_DRAFT_DECISION - ODB:13

Planning and Building Control Manager
South Holland District Council

18th October 2019

BUILDING REGULATIONS:
This decision refers only to planning permission as granted under the Town and Country Planning Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk

DC_DRAFT_DECISION - ODB.13

SOUTH HOLLAND DISTRICT COUNCIL

Council Offices
Priory Road
Spalding
Lincolnshire
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26 Joys Bank
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Spalding
Lincolnshire
PE12 8SD

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT APPROVAL

Reference: H23-0723-19 **Date of Decision:**

Applicant: Haycroft Homes Ltd
Seas End Road
Moulton Seas End
Spalding
Lincs
PE12 6JX

Location: Land Adjacent & Part Rear Of 355 High Road Whaplode Spalding Lincs

Description: Residential development - approved under H23-0761-17. Modification of Condition 2 to allow amendments to previously approved plans

South Holland District Council hereby give notice that permission has been GRANTED (or equivalent) subject to the following condition(s):

1 The development hereby permitted shall be carried out in accordance with the following approved plans:

Accompanying H23-0508-16:
Flood Risk Assessment (prepared by Geoff Beel Consultancy, dated May 2016)

Accompanying H23-0761-17:
PD01 P2
PD06 P2
PD07 P2
PD08 P2
PD09 P2
PD12 P3
26115/13 Rev C

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26115/15 Rev F
Documents relating to Conditions 15, 17, 19, 23 of H23-0508-16
Pre-Construction Health & Safety Information Plan (prepared by Torney Ltd, dated August 2017)
Landscape Management Plan (prepared by Jonathan Biggadike, dated July 2017)
Biodiversity Enhancements (prepared by Jonathan Biggadike, dated July 2017)
Stage One Environmental Desk Study and Non-Technical Summary (prepared by Stuart Guy Consulting, dated March 2017)
Sitecheck Data (Landmark Information, dated February 2017)
Environmental Noise Assessment (prepared by Acoustic Associates, dated January 2017)

Accompanying H23-0723-19:
PD03 P9
PD04 P9
PD05 P4
PD10 P4
PD11 P4
PD12 P4
PD14 P2
26115/11 Rev V
26115/14 Rev L

Reason: For the avoidance of doubt and in the interests of proper planning.

2 Except for the dwellings shown as accessed from a private drive arrangement on drawing number PD03 P9, before each dwelling is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage, from an existing public highway, shall be constructed in accordance with the details submitted and approved as part of condition compliance application ref. H23-0343-19. The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling.

Reason: To ensure that a safe and suitable standard of vehicular and pedestrian access is provided for residents throughout the construction period of the development and that the roads and footways are completed within a reasonable period following completion of the dwellings.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

3 The development shall be constructed in accordance with the materials set out in the 'Materials Schedule' detailed on dwg. no's. PD12 P4 and PD05 P4.

Reason: To ensure that the Local Planning Authority retains control over the external materials of construction of the development in the interests of the character and appearance of the development and the visual amenity of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

4 No dwellings shall be occupied before the first 60 metres of estate road from its junction with the public highway, including visibility splays has been completed.

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Reason: To ensure construction and delivery vehicles, and the vehicles of site personnel may be parked and/or unloaded off the existing highway, in the interests of highway safety and the amenity of neighbouring residents.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

5 Prior to the occupation of any dwelling hereby permitted, a 1.8 metre wide footway shall be provided along the south side of High Road, between the site entrance and the end of the existing footway on High Road in accordance with dwg. no. 26115/11 Rev V.

Reason: To ensure the provision of safe and adequate pedestrian access to the permitted development, without increasing flood risk to the highway and adjacent land and property.
This Condition is imposed in accordance with Policies 2, 3 and 33 of the South East Lincolnshire Local Plan, 2019.

6 Before each dwelling is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage, from an existing public highway, shall be constructed to a specification to enable them to be adopted as Highways Maintainable at the Public Expense, less the carriageway and footway surface courses. The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling.

Reason: To ensure safe access to the site and each dwelling/building in the interests of residential amenity, convenience and safety.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

7 The development shall be undertaken in accordance with the submitted drainage scheme and no dwelling hereby permitted shall be occupied until that drainage scheme has been completed. The drainage scheme shall be retained and maintained in full, in accordance with the submitted drawings.

Reason: To ensure that the site is adequately drained, to avoid pollution, and to prevent increased risk of flooding.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

8 The development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment (prepared by Geoff Beel Consultancy, dated May 2016) forming part of planning application ref. H23-0508-16 and in particular the following mitigation measures:
-Finished floor levels of all dwellings shall be set no lower than 300mm above ground level.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the

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National Planning Policy Framework, 2019.

9 External boxes for gas and electricity supplies and of any gas flues and soil vent pipes shall be installed only in accordance with the details on plans PD06(P2), PD07(P2), PD08(P2), PD09(P2), PD10(P4), PD11(P4) and PD14(P2) there shall be no variation from the details so approved.

Reason: To ensure that the Local Planning Authority retains control over these details of the development in the interests of the character and appearance of the development and the visual amenity of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

10 The construction process shall be carried out in accordance with the Pre-Construction Health and Safety Information Plan submitted and approved as part of application ref. H23-0761-17.

Reason: In the interests of the amenity of local residents.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

11 No dwelling shall be occupied until the means of secure cycle storage approved under condition compliance application ref. H23-0343-19 has been provided and shall thereafter be retained.

Reason: To ensure that adequate secure facilities are provided for cyclists using the site.
This Condition is imposed in accordance with Policy 36 of the South East Lincolnshire Local Plan, 2019.

12 The precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site during construction of the development submitted and approved as part of application ref. H23-0761-17 shall be kept available and in full working order until such time as the Local Planning Authority agrees in writing to their withdrawal or the completion of the development.

Reason: In the interests of highway safety during the construction process.
This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019.

13 With regard to the existing and proposed site levels and proposed floor levels of the buildings and hard surfaced areas, the development shall be constructed in accordance with the details so approved as shown on dwg. no's. 26115/11 Rev V and 26115/13 Rev C.

Reason: To ensure that the Local Planning Authority retains control over the finished site and floor levels of the development, in the interests of the amenity of adjacent residents and its visual and architectural relationship with adjacent development.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

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14 The management and maintenance of areas of publicly accessible open space and any outdoor play areas shall be carried out in accordance with the details submitted and approved as part of condition compliance application ref. H23-0343-19.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policy 32 of the South East Lincolnshire Local Plan, 2019.

15 The development shall be carried out in accordance with the scheme of biodiversity enhancements (Jonathan Biggadike Biodiversity Enhancements July 2017) submitted and approved as part of application ref. H23-0761-17. The details as approved shall be carried out in their entirety within 30 months of the commencement of development.

Reason: To enhance and contribute to biodiversity in accordance with the guidance within the NPPF.

16 The landscaping scheme submitted and approved as part of application ref. H23-0761-17, prepared by Jonathan Biggadike (July 2017), shall be carried out in its entirety within a period of 30 months beginning with the date on which development is commenced. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Note: The applicant is recommended to employ a qualified and experienced landscape designer to produce a landscaping scheme for the development.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

17 The boundary treatment submitted and approved as part of condition compliance application ref. H23-0343-19 shall be implemented in full before the development is first brought into use.

Reason: In the interests of the character and appearance of the development and the visual amenity of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

18 The ground works shall commence along the eastern boundary of the site ensuring that, for this area and the whole site, in the event that contamination is found at any time when carrying out the approved development that was not previously identified work must stop immediately and it must be reported immediately to Environmental Protection and in that event an investigation and risk assessment must be undertaken in accordance with details to be agreed with Environmental Protection. Where remediation is necessary, a remediation scheme must be submitted to and approved in writing by Environmental

DC_DRAFT_DECISION - ODB 13

Protection. Following completion of measures identified in the approved remediation scheme a verification report shall be submitted to and approved by Environmental Protection which shall accord with the procedural guidance of the Environmental Protection Act 1990 Part 11A.

Work shall only restart once the remediation scheme is approved by the Local Planning Authority and all development on site shall be carried out in accordance with the scheme.

The applicant's attention is also drawn to the document entitled "Developing Land Within Lincolnshire - A guide to submitting planning applications to develop land that may be contaminated", which can be obtained through the Local Environmental Health Department.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

19 Refuse shall be collected, and collection points shall be maintained, in accordance with the details submitted and approved as part of condition compliance application ref. H23-0786-18.

Reason: To ensure that provision is made for the satisfactory management and maintenance of refuse collection.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at http://planning.sholland.gov.uk/OcellaWeb/planningSearch

This planning permission is subject to an Agreement (as amended) under Section 106 of the Town & Country Planning Act 1990 and can only be implemented as a consequence of meeting the provisions of that Agreement.

The applicant is reminded that it is an offence under the wildlife and Countryside Act, 1981 (as amended) to kill, injure, or take (handle) any protected species occupying a place of shelter or protection and also to take, damage or destroy the nest of any wild bird while that nest is in use or being built. If evidence of bats is found before or whilst the work is carried out you are advised to contact Natural England at their Lincoln office (telephone 03000 603900).

DC_DRAFT_DECISION - ODB:13

Phil Norman
Planning and Building Control Manager
South Holland District Council

8th November 2019

BUILDING REGULATIONS:
This decision refers only to planning permission as granted under the Town and Country Planning Act 1990. The works that you are proposing may also require Building Regulations and this planning permission does not give authority under Building Regulations to commence work. Please contact the Building Control section for further information on 01775 764557 or bcadmin@sholland.gov.uk

DC_DRAFT_DECISION - 006113

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:



Authorised Signatory

EXECUTED as a **DEED** by **HAYCROFT HOMES LIMITED** acting by a Director and its Secretary or two Directors:

Director

~~Secretary~~/Director

THE COMMON SEAL of **HOMES AND COMMUNITIES AGENCY** was hereunto affixed in the presence of:



Julie Cotton
Head of Housing Programme
Partnerships, Contracts & Assurance

Authorised Signatory

Print Name: